

LMCS

Document	Indicator	Pages
Slip		
Endorsements		
Lloyds Wording		
ILU Wording		
CCP		
Cover Note		
Certificate		
Broker Listing		
Work-up Papers		
Other		



41098

PID 41098

Policy Details:



Assured		EXXON CORPORATION
	Code	EXX
Policy No		2KA16950
Period		
	From:	01-JAN-1982
	To:	01-NOV-1982
Broker		C.T. BOWRING & CO., LTD.
	Code	509
Limits:		25,000,000
Excess:		10,000,000

COMMENTS

DATE 06-OCT-2004

LDN 310,584 EXXON 00536

CORNELL-2009-104(e)-000644

POLICY NO.		LLOYD'S	
ZKA16950		509 CTB	
C/N	HA026382	Date	
Client Marsh & McLennan Inc., New York			
Cable/Letter Dates			
Vessel or Account		EXXON CORPORATION et al.	
Period or Voyage		12 mos. @ 1/1/82	
Interest		Broad Form Liabs. \$25, xs\$10M	
Tape	Checked by	Renewal Entered	
Renewal of	C/N	Policy No.	
			
FOR L.P.S.O. USE			
52661 * 23 APR 1982 52881 * 23 APR 1982 SIGNED 16 SEP 1983			
FOR I.L.U./P.A.C. USE			

(INSURANCE) LTD. CTB

REF. NO.	V.A.T.		T.O.C. TRIBUNAL	
50				
REGISTRATION CATEGORY	YEAR	MONTH		
	82	1		
COUNT	ADJUST. SCHEME			
Corp, Houston, Texas				
CITY OF ORIGIN	MARINE	NON-MARINE	AVIATION	
	G	A		
OVERSEAS BROKERS				
Marsh & McLennan Inc., New York				
SIGNED LINE	INC. WAR	GROSS PREMIUM - WAR ONLY		
100.0000%	1,540,000.00			
27.0707%	413,822.64			
11.2583%	173,377.82			
60.0000%	924,000.00			
1.8701%	28,799.54			

52881 * 23 APR 1982

SERIAL NO.	CERTIFICATE NOS.
BROKERS COVER NO.	

Type: Liability.

Form: J(u)

Assured/
Runners:

For account of Exxon Corporation and affiliated companies at and/or as reinsurance of Ancon Insurance Company and affiliated companies et al.

Conveyances:

Period:

12 Calendar Months at 00.00 hours 1st January 1982 Greenwich Mean Time.

Interest:

Broad form liabilities insurance (including Aircraft liability Workmens Compensation, Employers liability, Seepage and Pollution and as per form.

Sum Insured:

100% limit of liability U.S.\$25,000,000 each and every occurrence, excess of U.S.\$10,000,000 each and every occurrence (except when special step-down agreement applies as per wording).

Trading:

Conditions: As per form.

Premium:

100% Premium U.S.\$1,340,000.00

Inf:

All Ded.
Inc. Bro.
15% & 4% tax where applicable.

WRITTEN LINES	% OF ORDER	ORDER	CLOSED FOR
	100%	100%	100% of order

L.O.C.s (P.M.C.B. Scheme) for U.S. R/R, but O.C.A.'s for Canadian business.

Over 3 Slips
Hereto 26.8716%

.7300%	3140/4/7	B. & A.	514P2725 05696HAA003 *
.5541%	3928/1/6	General	53460XF1181
1.1082%	3790/1/1	Good Transport & General	53460XF1181
1.1082%	3901/1/7	Sphere/Drake 'E'	1AAAME5621X
.2771%	3828/1/9	Blaidsgate	11104128146
.2771%	3985/1/3	Iron Trades Mutual	1AAAME5621X
.2494%	3697/1/5	River Thames	01AND022453
.0277%	3148/1/8	Sumitomo (Mar)	"RPM" 01XXX22453
1.3953%	3043/1/6	Threadneedle	FEF13000B
.1385%	3332/1/5	Dowd-Firs & Marine	1JU02A11975-- ... (UX)
.2771%	3551/1/4	Excess	81058900TEN
.8312%	3243/3/2	I.O.N.A. (UX)	93727NFT003
.5541%	3285/3/4	Minster No. 3	81/60017
.5541%	3067/1/6	Marine	692X3032281
.2162%	3562/1/6	London Ass.	FPB1MB34
1.4156%	3359/1/4	Ass. Gen. de France	FP2315KIT17 *
.5541%	3107/1/9	Corrhill "N"	481EP204381
1.2583%			

POLICY NO.	28116950
C/N	81026582
Client	Karsh & Molles
Cable/Letter Dates	
Vessel or Account	EXXON CORPORA
Period or Voyage	12 mos. @ 1/1
Interest	Broad Form 14
Tape	Checked by
Renewal of	C/

ILLU.	110.96971.1
Gross Prem.	F.D.C
Broker To Enter	H83
Total No. of Copies (Incl. Orig)	H83

Above Nos. for CLA

ILLU	FOR ILLU/PSA
110.96971.1	1058
110.96971.1	1058
110.96971.1	1058
110.96971.1	1058

POLICY NO.		25415570	
C/N	21025522	Date	
Client		Martha & Robinson 1200, New	
Cable/Letter Dates			
Vessel or Account		BONNE CORPORATION of NJ.	
Period or Voyage		12 Nov. to 1/1/83	
Interest		Good from 1200, 120, 1200	
Type	Checked by	Renewal E	
Renewal of	C/N	Polis	
FOR L.P.S.O. USE			
FOR I.L.U./P.S.A.C. USE			

620531101DA
814532060701
472933701

Terra Nova
General
Turegum

.9597%
.5541%
~~.3463%~~
1.870%

3.116.2	PJG	123TA1K8092A	247	ELL	11223599030T	80	HLQ
933	CRM	123TA1K8092A	401	BRI	500M960947H	83	RM
937	POM	NAV318003N16	606	YEN	500M960947W	843	MD
812	HEM	NAV318003N16	735	FWE	42127X99XN	180	PAR
972	JAH	NAV318003N16	178	FWE	42127X99XN	80	HLQ
869	RHC	609X1YB1	552	MAN	LEW63XG5089	898	JAW
69	QAN	609X1YB1	273	ICA	NAV302129T05	842	DRH
68	RMO	F800627T1026	63	QCY	12B02074TB	98	CBG
317	EMP	970F801X7B1	744	TEJ	595009	209	MEB
234	POD	311B01726B01	275	JEM	3202N81852	288	BLX
127	THR	311B01726B01	438	SJB	EXXONX02200	927	CRM
700	SEC	00009231832H	625	THE	G09627T1812	27.0167	
368	ARM	170X634X26T1	764	FND	1024708	25.0119	
855	ARM	170X634X26T1	908	ATA	1802615		
856	QME	N00350T1	145	NFO	1091445		
926	QMR	N00350T1	868	LEE	30527T81X183		
662	JHB	54XP00018	505	ARG	30527T81X183		
633	EEV	54XP00018	697	STQ	G730HWD		
632	PEM	54XP00018	707	BOB	P2789304XXX		
62	KIN	54XP00018	804	HML	04L29TB1		
601	GER	54XP00018	108	JWP	51665B04N101		
248	LOV	613039043D	272	QJR	4100085V05N1		
573	ANS	1L223599030T	725	ARE	536815704M1		
123							

1.50
 A.R.M.
 12.8.16

POLICY NO 2KA16950		REF NO	
REGISTRATION		TDC TRIBUTAL	
DOT CODE 4	REGISTRATION CATEGORY	YEAR 82	MONTH 1
ASSURED/ACCOUNT EXXON CORPORATION, Texas		ADJUST SCHEME YES NO	
COUNTRY OF ORIGIN U.S.A.		MAJOR G	AVIATION A
OVERSEAS BROKER Marsh & McLennan Inc., New York			
CURRENCY US\$	SIGNED LINE	GROSS PREMIUM	
TOTAL	100.0000%	1,282,630.14	
LLOYD'S	0.1385%	1,776.44	
ILU	-	-	
PSAC	-	-	
OTHER COMPANIES	-	-	
BUREAU SCHEME NO		BROKERS COVER NO	

Wording as attached.

It is hereby understood and agreed that with effect from inception total Lloyd's participation increased from 26,871% to 27,010% (additional security shown overleaf)

WRITTEN LINES	% OF ORDER PART	ORDER	CLOSURE
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Over 1 Slip
Here to 0.1385%

(1.9.78)
L.P.O. 301A

NOTE: ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60322 UCBAW/BJS

933 PJO 123TA1KB092A
937 CRE 123TA1KB092A

0.1293%
0.0092%
0.1385%

POLICY NO 2KA16950		REF. NO	
REGISTRATION		TAC TRIBUNAL	
C.O.T. CODE 4	REGISTRATION CATEGORY	YEAR 82	MONTH 1
ASSURED ACCOUNT		ADJUST RATING	
EXXON CORPORATION, Texas		YES NO	
COUNTRY OF ORIGIN	MARINE	NON-MARINE	AVIATION
U.S.A.	Q	A	
OVERSEAS INSURER Marsh & McLennan Inc., New York			
CURRENCY US\$	SIGNED LINE	GROSS PREMIUM	
TOTAL	100.0000%	1,282,630.14	
LLOYD'S	0.1385%	1,776.44	
ILU	-	-	
PSAL	-	-	
OTHER COMPANIES	-	-	
BUREAU SOURCE NO		SHORELINE COVER NO	

L.P.O. 301A
(1.9.78)

PROG. NO. BBO16

BOWRING MARINE & ENERGY INSURANCE BROKERS LTD.

C.T. EDWARDS & CO. (INSURANCE) LTD.

JATE & TIME: 08/10/87 14/47/08

OPERATOR NAME: NICOLA HYDE

PAG. 1/ 8

RISK RECORD DETAILS

RISK NO. HAO26382
PREV. RISK ROOT 1A
CATEGORY Q6
PROFIT CENTRE M
PROCESSING IND. M

PRINT NO: 0

*BROAD FORM LIABS

EXXON CORPN

CLIENT ACCOUNT NO. C2005144D MARSH & MCLENNAN INC NEW YORK

SETTLEMENT A/C NO. 4 CLIENT REFERENCE

ASSURED NO.

REASSURED NAME EXXON CORP

VAT CODE

PERIOD/VOYAGE 2 10 MOS @ 1 JAN 82

CANCELLATION

ESTIMATED GROSS PREMIUM

STATISTICAL CURRENCY

CODE FOR ACCOUNTING

REPORTING PERIOD

DATE TO RAISE NR 82/01

EXPIRY/ANNIVERSARY CODE E

EXPIRY/ANNIVERSARY DATE 31/10/82

LINESLIP TYPE INDICATOR

LAST ACCOUNT DATE

NEW BUSINESS INDICATOR

ACCOUNT EXECUTIVE CODE R

ATTACHMENT DATE RCT

DUMMY RISK 01/01/82

ADJUSTABLE DATE CODE

ADJUSTABLE DATE DATE

CANCELLED DATE

LINESLIP FORWARDING NO.

LINESLIP CLOSING CODE

NO MORE A/C'S EXP.

UNDERWRITER US TAX CODE

CLIENT US TAX CODE

AGGREGATE LIMIT 1

CURRENCY

AGGREGATE LIMIT 2

CURRENCY

CASH LOSS LIMIT

CURRENCY

RISK LIMIT 1

CURRENCY

POLICY DEDUCTIBLE AMOUNT

CURRENCY

POLICY DEDUCTIBLE CODE

LIMIT NARRATIVE

LETTER OF UNDERTAKING

PORTFOLIO CLAIM

REINSTATEMENT FLAG

SLIDING SCALE COMMISSION

PREMIUM WARRANTY DATE

PROFIT COMMISSION DATE

DATE FIRST HANDLED

ADDITIONAL NARRATIVE

ORIGINAL POLICY NUMBER

ASSOCIATED RISK(S)

ORIGINAL SIGNING NUMBER

2KA16950

2KA16960

COMBINED

19/12/98

PROL. NO. BBO16 BOWRING MARINE & ENERGY INSURANCE BROKERS LTD. C.T. BOWRING & CO. (INSURANCE) LTD. DATE & TIME: 09/10/87 14/47/08 PAG. 2/ 9
OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

RISK NO. HAO26382
MARKET ID. A

PRINT NO: O

MARKET DESCRIPTION
INSURABLE INTEREST
CLASS D.O.T.
C.T.B. ORDER NAME
C.T.B. ORDER TOTAL
C.T.B. ORDER TYPE
C.T.B. ORDER CURRENCY
TRANSACTION PERCENTAGE
ORDER NARRATIVE
CALCULATION FACTOR
CALCULATION NARRATIVE
PERCENTAGE CEDED TO LLOYDS
BROKERAGE ONLY INDICATOR
COMPANY CLOSING CODE
WORDINGS IND. C

HG OTHER LIABILITIES
M
80 PER CENT
80.000000
P

OVERALL BROKERAGE BASIS A BASIS % BASIS

BROKERAGE RATES J 0.0000
L
N
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J

BUREAU DEON. BKGE A.I. BUREAU SIGNING TREATY AUDIT CODE D.T.I. CO-PLACING BROKER BUREAU GROUP
GROUP RATE CODE NUMBER & DATE NUMBER N/M AVN CODE A/C NO. TOTAL LINE TOTAL
LO1 O J * 30.885200

PERCENTAGE	ACCOUNT NUMBER	REFERENCE	DEDN. GROUP	BKGE RATE	A.I. EOB CODE IND	CCP CLOSINGS	NO. OF UNDERLYING RISK NO.	NCAD IND
3.118000	U1093301U	123TA1K802A						
	LLOYDS	SYNDICATE 933						
0.222500	U1093701H	123TA1K8092A						
	LLOYDS	SYNDICATE 937						
1.140000	U1081201R	NAV318003N16						
	LLOYDS	SYNDICATE 812						
0.200000	U1097201H	NAV318003N16						
	LLOYDS	SYNDICATE 972						
0.880000	U1088901U	NAV318003N16						
	LLOYDS	SYNDICATE 869						
0.800000	U1006801D	609X19T81						
	LLOYDS	SYNDICATE 069						
0.100000	U1006801N	609X19T81						
	LLOYDS	SYNDICATE 088						

PROG. NO. BBO16

BOWRING MARINE & ENERGY INSURANCE BROKERS LTD.

JATE & TIME: 09/10/87 14/17/06

PAGE 3/ 10

OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

RISK NO. MAO26382

PRINT NO: 0

PERCENTAGE ACCOUNT NUMBER REFERENCE
1.000000 U1031701N FE0062711026
LLOYDS SYNDICATE 317
0.600000 U1023901J 870PK6JX7E1
LLOYDS SYNDICATE 239
3.878900 U1012701D 311ED1726T81
LLOYDS SYNDICATE 127
1.385300 U1070001H 311ED1726T81
LLOYDS SYNDICATE 700
1.662400 U1036801W 00009231832R
LLOYDS SYNDICATE 368
1.177500 U1088501T 170X634X26T1
LLOYDS SYNDICATE 855
0.207800 U1065601H 170X634X26T1
LLOYDS SYNDICATE 856
0.332500 U1092601D M00350T1
LLOYDS SYNDICATE 926
0.221500 U1066201J M00350T1
LLOYDS SYNDICATE 662
0.664900 U1063301J 54XP00018
LLOYDS SYNDICATE 633
0.443300 U1063201U 54XP00018
LLOYDS SYNDICATE 632
0.138500 U1006201T 54XP00018
LLOYDS SYNDICATE 062
0.083100 U1060101N 54XP00018
LLOYDS SYNDICATE 801
0.055500 U1024801H 54XP00018
LLOYDS SYNDICATE 248
0.277100 U1057301D 613C39045D
LLOYDS SYNDICATE 573
0.443300 U1012301R 1L223598030T
LLOYDS SYNDICATE 123

DEDN. GROUP
A.I. EOB NO. OF UNDERLYING
RISK CODE IND CCP CLOSINGS RISK NO.

PKGE RATE
LINESLIP NUMBER
IND

PROGRAM NO. BB016 C.T. BOWRING & CO. (INSURANCE) LTD. JATE & TIME: 09/10/87 14/47/06 PAG. 4/ 11
BOWRING MARINE & ENERGY INSURANCE BROKERS LTD OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

PERCENTAGE	ACCOUNT NUMBER	REFERENCE	DEDN. GROUP	BKQE RATE	A.I. EOB	NO. OF UNDERLYING RISK NO.	PRINT NO: 0	LINES/ IP NUMBER	IND
0.110800	U1024701T	1L223599Q30T							
	LLOYDS SYNDICATE 247								
0.166300	U1040102J	500N960847W							
	LLOYDS SYNDICATE 401								
0.110800	U1060601T	500N960847W							
	LLOYDS SYNDICATE 806								
0.415800	U1073901D	42127X99XN							
	LLOYDS SYNDICATE 735								
0.138500	U1017801N	42127X99XN							
	LLOYDS SYNDICATE 178								
0.415800	U1085201J	LEW535X55089							
	LLOYDS SYNDICATE 552								
0.415800	U1027301U	NAV302128T05							
	LLOYDS SYNDICATE 273								
0.221700	U1006301H	12B02074FB							
	LLOYDS SYNDICATE 063								
0.138500	U1074401A	505008							
	LLOYDS SYNDICATE 744								
0.138500	U1027501A	3202N81552							
	LLOYDS SYNDICATE 275								
0.138500	U1043801T	EXXNX02200							
	LLOYDS SYNDICATE 438								
0.221700	U1062501D	0096X271512							
	LLOYDS SYNDICATE 625								
0.554100	U1076401D	1C24708							
	LLOYDS SYNDICATE 784								
0.103900	U1014501X	1C91445							
	LLOYDS SYNDICATE 145								
0.415500	U1066801D	30527T81X183							
	LLOYDS SYNDICATE 868								
0.138500	U1050602J	30527T81X183							
	LLOYDS SYNDICATE 505								

PROGRAM NO. BB016

BOWRING MARINE & ENERGY INSURANCE BROKERS LTD.

DATE & TIME: 08/10/87 14/47/08

PAGE 5/ 12

OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

RISK NO. HAO26382

PRINT NO: 0

NCAD
IND

UNDERLYING
RISK NO.

EDB
CODE IND CCP CLOSINGS

DEON-
GROUP

PERCENTAGE	ACCOUNT NUMBER	REFERENCE
0.069300	U1089701E	G730TMC
	LLOYDS SYNDICATE 687	
0.277100	U1070701U	P2789304XXXX
	LLOYDS SYNDICATE 707	
0.207800	U1080401H	O4L29T81
	LLOYDS SYNDICATE 804	
0.554100	U1010801T	51865EO4N101
	LLOYDS SYNDICATE 108	
0.138500	U1027202X	4100085V05N1
	LLOYDS SYNDICATE 272	
0.182900	U1072501R	536515704N1
	LLOYDS SYNDICATE 725	
0.138500	U1030401A	2PTX13387
	LLOYDS SYNDICATE 304	
0.540300	U1008001N	515XX5N8120X
	LLOYDS SYNDICATE 080	
0.062300	U1008301J	515XX5N8120X
	LLOYDS SYNDICATE 083	
0.185200	U1084301W	518XX5N8120X
	LLOYDS SYNDICATE 843	
0.062300	U1018001X	515XX5N8120X
	LLOYDS SYNDICATE 180	
0.277200	U1008001N	515XX5N81XXX
	LLOYDS SYNDICATE 080	
0.138500	U1088801U	3630PE04N1
	LLOYDS SYNDICATE 898	
0.184800	U1084201E	N0041A06N117
	LLOYDS SYNDICATE 842	
0.029100	U1008801D	N0041A06N117
	LLOYDS SYNDICATE 098	
0.831200	U1020801U	91791721X62
	LLOYDS SYNDICATE 209	

PROGRAM NO. BBO16 C.T. BOWMAN & CO. (INSURANCE) LTD. DATE & TIME: 09/10/87 14/47/06 PAGE 6/ 13
 BORRING MARINE & ENERGY INSURANCE BROKERS LTD OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

PERCENTAGE	ACCOUNT NUMBER	REFERENCE	DEDN. GROUP	BKGE RATE	A.I. EOB CODE	IND CCP CLOSINGS	NO. OF UNDERLYING RISK NO.	LINESLIP NUMBER	NCAD IND
0.277100	U1028802H	91791721XK62							
	LLOYDS SYNDICATE 288								
0.138500	U1092701U	15A710N13021							
	LLOYDS SYNDICATE 927								
1.602100	U1018001N	0783K02450FD							
	LLOYDS SYNDICATE 180								
0.480600	U1026301E	DXF5175X0006							
	LLOYDS SYNDICATE 263								
0.861300	U1085301A	ABT0							
	LLOYDS SYNDICATE 553								
0.352500	U1023501W	918861							
	LLOYDS SYND 235								
0.384500	U1023501W	861082							
	LLOYDS SYND 235								
0.064100	U1038802R	918071							
	LLOYDS SYNDICATE 383								

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BUREAU GROUP	DEDN. GROUP	BKGE RATE	A.I. EOB CODE	BUREAU SIGNING NUMBER & DATE	TREATY NUMBER	AUDIT CODE	D.T.I. CODE	CO-PLACING BROKER A/C NO.	TOTAL LINE	BUREAU GROUP TOTAL	UNDERLYING RISK NO.	LINESLIP NUMBER	NCAD IND
101	0	J	*							11.119800			
0.730000	W2008933H	81HP2725		ENGLISH & AMERICAN INS CO MS2 GROUP	ILU 314047								
0.554100	U2008107H	05696HAA003		ASSICURAZIONI GENERALI LONDON EC3	ILU 392816								
1.108200	U2289801U	53460XF1181		ROAD TRANSPORT LONDON	ILU 379011								
1.108200	W2164214D	1AAAME5621X		SPHERE GP 2	ILU 390117								

PROG. AM NO. BB016 C.T. BOWRI... & CO. (INSURANCE) LTD. JATE & TIME: 09/10/87 14/47/06 PAG. 8/ 15
 BOYRING MARINE & ENERGY INSURANCE BROKERS LTD OPERATOR NAME: NICOLA HYDE

RISK RECORD DETAILS

RISK NO. HAO26382

PERCENTAGE	ACCOUNT NUMBER	REFERENCE	DEDN. GROUP	BKGE RATE	A.I. EOB CODE	IND	CCP CLOSINGS	RISK NO.	PRINT NO:	NO. OF UNDERLYING	LINESLIP NUMBER	NCAD IND
2.563400	U2331203H	F350021807							0			
	CNA REINSURANCE LONDON LTD PSAC C4009											
1.602100	U2202802D	Q2528008824N										
	BRITISH NATIONAL INSURANCE CO LTD PSAC B3002											
1.922500	U2132003W	227342										
	STRONGHOLD INSC CO LTD PSAC S0404											
0.160200	W2001514H	82059838										
	LESLIE & GODWIN AGENCIES LTD PSAC Y1901 (YASUDA)											

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BUREAU GROUP	DEDN. GROUP	BKGE RATE	A.I. CODE	BUREAU SIGNING NUMBER & DATE	TREATY NUMBER	AUDIT CODE	D.T.I. CODE	CO-PLACING BROKER	A/C NO.	IND	CCP CLOSINGS	RISK NO.	BUREAU GROUP TOTAL
201	0	0	J										29.213400

PERCENTAGE	ACCOUNT NUMBER	REFERENCE	DEDN. GROUP	BKGE RATE	A.I. EOB CODE	IND	CCP CLOSINGS	RISK NO.	PRINT NO:	NO. OF UNDERLYING	LINESLIP NUMBER	NCAD IND
0.869700	U21E5101J	82MH51101DA										
	TERRA NOVA INSURANCE CO LTD LONDON EC3											
0.554100	U2008101J	814532C80701										
	ASSICURAZIONI GENERALI LONDON EC3											
0.346300	U2002701X	472933701										
	TURGUM INSURANCE CO LONDON											
19.225500	U2118801T	82L02E23738001										
	WEAVERS H S (UNDWT) AGENCIES LTD LONDON EC4 3ED											
3.204300	U2306901N	82615227AX										
	UNIONAMERICA INSURANCE CO LTD LONDON											
4.272600	U2306003J	83CT8657012820										
	LEXINGTON INSURANCE CO LONDON EC3 5BP											
0.640900	U2092801H	CO089082										
	FOLKSAM INTERNATIONAL INS CO (UK) LTD EC3M 5BS											

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PROG. NO. BBO18

BOWRING MARINE & ENERGY INSURANCE BROKERS LTD.

DATE & TIME: 09/10/87 14/47/06
OPERATOR NAME: NICOLA HYDE

PAGE 9/ 16

RISK RECORD DETAILS

RISK NO. HAO28382

PRINT NO: 0

80.000000 TOTAL FOR A.I. CODE *

NO BROKERAGE FORMULA FOR AI CODE(S) *

2KA 16950
14/10/87 09.12.09

GQ1192M 1078 LMCSPD L.P.C.
PF: SIGNINGS ENQUIRY - MARKET DETAILS
SIGNING REFERENCE: PMH830301642909

BUREAU LINE%, 10.1501000

COMPANY LINE	COMPANY	COMPANY REF.	CENT.	NETT ORIG	OVERALL LEADER,	NETT SETTLEMENT
%	CODE		SETT	AMOUNT		AMOUNT
0.7300000	314004	81HP2725				
1.1082000	379001	81H53460000				
1.1082000	380101	1AARME5621X				
0.2771000	382801	1110412S146				
0.2771000	398901	1AARME5621X				
0.2494000	368701	01AM0022453				
0.0277000	314801	01XXXX22453				
1.3853000	304301	FH71300CB				
0.2771000	355101	A81058900000001				
0.8312000	324303	93727NPT003				
0.5541000	328503	8160017				
0.5541000	306701	69ZM3032281				
2.2165000	356201	HF81MS34				
0.5541000	310701	461HF204381				

F1=HELP F3=QUIT F7=PAGE BACK F8=PAGE FWD F11=RIGHT F12=MENU

2KA16950

001192M 1078 LMCSPD L.P.C. 14/10/97 09:13:20
PF. SIGNINGS ENQUIRY - MARKET DETAILS
SIGNING REFERENCE: PMH830301632909
BUREAU LINE# .9697000
COMPANY LINE COMPANY COMPANY REF. CENT. NETT ORIG NETT SETTLEMENT
% CODE 382801 05696HAR003 AMOUNT AMOUNT
0.5541000 335801 H22315KIT17

F1=HELP F3=QUIT F7=PAGE BACK F8=PAGE FWD F11=RIGHT F12=MENU

ZLA16950

EXXON CORPORATION
1 JAN.82 to 1 NOV.82
BROAD FORM LIABILITIES



Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters'),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager



Y 6 4 X NOV 2002 11:47:51

It is understood and agreed that the percentage signed by each Underwriting Syndicate is its proportion of 100% of limits stated herein

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE		FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE					
CPD33R 1609		509		52881 23 4 82		366		509		52881 23 4 82					
365															
AMOUNT PERCENTAGE OR PROPORTION		SYNDICATE		UNDERWRITER'S REF		PAGE		AMOUNT PERCENTAGE OR PROPORTION		SYNDICATE		UNDERWRITER'S REF		PAGE	
PERCENT						1		PERCENT						2	
3.1160		933		123TA1K8092A				0.6649		633		54XP00018			
0.2225		937		123TA1K8092A				0.4433		632		54XP00018			
1.1400		812		NAV318003N16				0.1385		62		54XP00018			
0.2000		972		NAV318003N16				0.0831		601		54XP00018			
0.6600		869		NAV318003N16				0.0555		248		54XP00018			
0.9000		69		609X13T81				0.2771		573		613C390450			
0.1000		68		609X13T81				0.4433		123		1L223599030T			
1.0000		317		FE00627T1026				0.1108		247		1L223599030T			
0.6000		239		970PKGJX7E1				0.1663		401		500N960947W			
3.8789		127		311E01726T81				0.1108		606		500N960947W			
1.3853		700		311E01726T81				0.4156		735		42127X99XN			
1.6624		368		00009231832R				0.1385		178		42127X99XN			
1.1775		855		170X634X26T1				0.4156		552		LEW635X65089			
0.2078		856		170X634X26T1				0.4156		273		NAV302129Y05			
0.3325		926		M00550T1				0.2217		63		12802074FB			
0.2216		662		M00550T1				0.1385		744		595009			
TOTAL LINE		NO OF SYND		FOR LPSO USE ONLY		TOTAL LINE		NO OF SYND		FOR LPSO USE ONLY					

FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE	FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE		
367	509	52881 23 4 82	368	509	52881 23 4 82		
AMT. JAT. PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE	AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE
			3				4
PERCENT				PERCENT			
0.1385	275	3202N81552		0.1662	843	S15XX5N8120X	
0.1385	438	EXXONXX02200		0.0623	180	S15XX5N8120X	
0.2217	625	G096X27T1512		0.2772	80	S15XX5N81XXX	
0.5541	764	1C24708		0.1385	898	3530PE04N1	
0.1039	145	1C91445		0.1648	842	N0041A06N117	
0.4156	868	30527T81X183		0.0291	98	N0041A06N117	
0.1385	505	30527T81X183		0.8312	209	91791721XX62	
0.0693	697	G730TMC		0.2771	288	91791721XX62	
0.2771	707	P2789304XXX		0.1385	927	15A710N13021	
0.2078	804	04L29T81					
0.5541	108	51665E04N101					
0.1385	272	4100085V05N1					
0.1829	725	536515704N1					
0.1385	304	2PTX13367					
0.5403	80	S15XX5N8120X					
0.0623	83	S15XX5N8120X					
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY	TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY		
			27.0101	57	50	28166	

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1982/ 4

Schedule

Policy or Certificate No. ZKA16950

Contract No. (if any) HAO26382

The name and address of the Assured EXXON CORPORATION et al.

The risk and sum insured hereunder 27.0101% part of 100% of limits stated herein

as attached

The Premium U.S.\$346,439.68 part of U.S.\$1,282,630.14

The period of Insurance from as attached to as attached
both days inclusive, and for such further period or periods as may be mutually agreed upon

Dated in London

the 1st September 1983



EXXON CORPORATION

DECLARATIONS

- Item 1. Named Insured: (i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or
(ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
- Item 2. Postal Addresses: (i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and
(ii) P.O. Box 225, Hamilton 5, Bermuda.
- Item 3. Policy Period: From: 1st January, 1982
00.01 hours, Greenwich Mean Time.
To: 1st November, 1982
00.01 hours, Greenwich Mean Time.
- Item 4. Limit of Liability: \$25,000,000 any one loss occurrence.
- Item 5. Underlying Limit: \$10,000,000 any one loss occurrence as Article II (2).

ARTICLE I

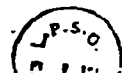
Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured, or to pay on their behalf all sums which the Insured shall be obligated to pay or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere Worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Twenty-Five Million Dollars (\$25,000,000) for any one loss occurrence.



2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds ten million U.S. Dollars (U.S.\$10,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be \$1,282,630.14 for the period 1st January, 1982 to 1st November, 1982 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay out for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

- (a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;
- (b) Against claims made against the Insured:
 - (i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;
 - (ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;
- (c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:
 - (i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;
 - (iii) for mistake in advertised price;
- (d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad);

- (e) with respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his official capacity;
- (f) claims made against the Insured arising out of the ownership or any other rental use, lease or charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the seabed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or supply vessel.

- (g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A.).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

- (a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;
- (b) any person, organization, trustee or estate to whom the Insured is obligated:
 - (i) by virtue of a contract, or
 - (ii) by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;
- (d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;
- (e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

With respect to Property Damage, including loss of use thereof, the words "Loss Occurrence" shall specifically include:

- (i) an accident, which term includes injury to or destruction of property as the unforeseen result of an intentional act, happening during the policy period or
- (ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights or privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

- (i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or
- (ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bond, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims. For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.F. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.



3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or
- (b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or
- (c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.



CURRENCY

1. premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "\$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

- A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.
- B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

by or on behalf of Insurers a proportion of the premium

premium by the Insurers shall effectiveness of Cancellation as practicable.

to the giving of notice is controlling the construction to be amended so as to be in accordance with such law.

the Insurers will act with (Insured) concerned in the gaining of salvage. Any is follows:-

) having paid an amount in stated in Article II (2), shall be reimbursed first to Insurers shall be reimbursed payment hereunder. If any be applied to reimburse the, as their interests may recovery proceedings shall be recoveries. If there is no delay by the Insurers, the of.

losses from any other insurance shall not be deemed to be cause and that such proceeds be in Article IV.

between the Insured and the Insurers such difference shall at all requirements of this any claim shall have been interested arbitrators, one chosen by the Insurers, and the arbitrators before they enter into arbitration so chosen do not agree within 30 days after both shall have entered into arbitration or shall be chosen by an arbitrator in the District court for the

In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name ~~one~~ arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.



12. PERMITS AND PRIVILEGES

- (a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.
- (b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

ADDENDUM NO. 1

Attaching to and forming part of policy No. _____

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,



(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the words "injury" or "destruction" includes all forms of radioactive contamination of property.

USA

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT (Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment in addition to the appropriate Nuclear Incident Exclusion Clause. Excludes Direct Liability Insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico and Canal Zone, this Policy does not cover any liability of whatever nature due to or arising from, or contributed to by or arising from ionising radiations or contamination by radioactivity from a nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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ADDENDUM NO. 2

Attaching to and forming part of Policy No.

where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that:-

- (a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;
- (b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;
- (c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

ADDENDUM NO. 3

Attaching to and forming part of Policy No.

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article 1, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

- (a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.
- (b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

- (1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.
- (2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.
- (3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.
- (4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the limit of liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.



ADDENDUM NO. 4

Attaching to and forming part of Policy No.

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under this Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy, where the percentage interest of the Insured in liability of said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.
2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying insurance(s), and (b) the limits of any underlying insurance(s) not reduced.
3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.
4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

ADDENDUM NO. 5

Attaching to and forming part of Policy No. _____.

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

"Aircraft Refuelling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refuelling, defuelling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).



ADDENDUM NO. 6

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).



ADDENDUM NO. 7

Attaching to and forming part of Policy No. _____

ADDITIONAL INSUREDS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,

Australian Synthetic Rubber Company Ltd.,

P.T. Stanvac Indonesia,

Petroleum Tankship Company Ltd.,

Petroleum Refineries Australia,

Reliance Electric Company, .

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

ADDENDUM NO. 8

Attaching to and forming part of Policy No. _____

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No.

or

- (b) the Assured's Offshore Property (as more fully defined and as covered under Policy No.

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds \$15,000,000 but in no event shall the underlying limit under this Policy be less than \$5,000,000.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

ADDENDUM NO. 9

Attaching to and forming part of Policy No. _____

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).
2. The part of the loss which is insured by both underlying coverage and by this Policy.

ADDENDUM NO. 10

Attaching to and forming part of Policy No.

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
(b) Punitive or Exemplary Damages where deemed uninsurable by law.
2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".
3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.
4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.
5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.



ADDENDUM NO. 11

Attaching to and forming part of Policy No. _____

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

- (I) An employee
- (II) A prospective employee
- (III) A former employee
- (IV) The beneficiaries, or legal representatives, therefore
for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

- (I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.
- (II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.



3. LIMITS OF LIABILITY

The limit of liability specified in Item 4 of the Declarations of this policy as applicable to "each claim" is the total limit of the Insurers liability for all damages incurred on account of any claim or suit covered hereunder, the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Insurers liability for all damages incurred on account of all claims or suits covered hereunder and occurring during any one annual policy period.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

- a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.
- c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.
- d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.
- e) to any claim based upon:
 - (I) failure of any investment plan to perform as represented by an Insured.
 - (II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.
 - (III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.
- f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

5. DEFINITIONS

- (a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.
- b) Administration shall mean:
- (I) Giving counsel to employees with respect to Employee Benefits Program.
 - (II) Interpreting the Employee Benefit Program.
 - (III) Handling of records in connection with the Employee Benefit Programs.
 - (IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

ADDENDUM NO 12

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of this Joint Venture.

It is warranted as a condition of this Policy that the partners in this Joint Venture will warrant that no other insurance applies.

ADDENDUM NO. 13

Attaching to and forming part of Policy No.

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

ADDENDUM NO. 14

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

ADDENDUM NO. 15

Attaching to and forming part of Policy No:

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Item 4 of THE DECLARATIONS in respect of each employee and in all under this Policy.

2. DEFINITIONS

- (A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.
- (B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

ADDENDUM NO. 16

Attaching to and forming part of Policy No.

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureds' percentage of liability established by operation of law or unit operating agreement.

ADDENDUM NO. 17

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 18

Attaching to and forming part of Policy No. .

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.



ADDENDUM NO. 19

Attaching to and forming part of Policy No.

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.



ADDENDUM NO. 20

Attaching to and forming part of Policy No.

It is understood and agreed that with respect to the RELIANCE ELECTRIC COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

ADDENDUM NO. 21

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in respect of Imperial Oil Company of Canada the Insured have an arrangement whereby the American Home Insurance Company issue policies affording such coverage as is afforded hereunder as a consequence of which it is hereby agreed that this Policy shall be held to be a reinsurance of and to indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

(H.J.L.)

ADDENDUM NO. 22

Attaching to and forming part of Policy No.

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of \$300,000,000 each occurrence: whereas Exxon's total limits are \$260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of \$300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.



2KA16950

EXXON CORPORATION

1 JAN.82 to 1 NOV.82

BROAD FORM LIABILITIES

The Institute of London Underwriters



H83 30163 29SEP

H83 30164 29SEP

Companies Policy

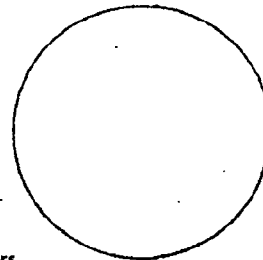
WE, THE COMPANIES, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner hereinafter provided. Each Company shall be liable only for its own respective proportion.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS whereof the General Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each Company.

A handwritten signature in cursive script, likely belonging to the General Manager and Secretary of The Institute of London Underwriters.

General Manager and Secretary
The Institute of London Underwriters



This Policy is not valid unless it bears the embossment of the Policy Department of

SCHEDULE

POLICY NUMBER

2KA16950

NAME AND ADDRESS OF THE ASSURED

EXXON CORPORATION et al

THE PERIOD OF INSURANCE

From:

as attached

To:

as attached

Both days inclusive, and for such further period or periods as may be mutually agreed upon.

THE RISK AND SUM INSURED HEREUNDER 11.1198% part of 100% of limits stated herein

as attached

THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF THIS POLICY

THE PREMIUM U.S.\$142,625.91 part of U.S.\$1,282,630.14

LDN 310,584 EXXON 00600

CORNELL-2009-104(e)-000708



EXXON CORPORATION

DECLARATIONS

- Item 1. Named Insured: (1) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or (11) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
- Item 2. Postal Addresses: (1) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and (11) P.O. Box 225, Hamilton 5, Bermuda.
- Item 3. Policy Period: From: 1st January, 1982 00.01 hours, Greenwich Mean Time. To: 1st November, 1982 00.01 hours, Greenwich Mean Time.
- Item 4. Limit of Liability: \$25,000,000 any one loss occurrence.
- Item 5. Underlying Limit: \$10,000,000 any one loss occurrence as Article II (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured, or to pay on their behalf all sums which the Insured shall be obligated to pay or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Twenty-Five Million Dollars (\$25,000,000) for any one loss occurrence.

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds ten million U.S. dollars (U.S.\$10,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be \$1,284,430.14 for the period 1st January, 1982 to 1st November, 1982 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay but for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

- (a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;
- (b) Against claims made against the Insured:
 - (i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;
 - (ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;
- (c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:
 - (i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;
 - (iii) for mistake in advertised price;
- (d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad);

(e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his official capacity;

(f) Claims made against the Insured arising out of the ownership or any other rental use, lease or charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the sea bed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or Supply Vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A.).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

- (a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;
- (b) any person, organization, trustee or estate to whom the Insured is obligated:
 - (i) by virtue of a contract, or
 - (ii) by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;
- (d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;
- (e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

With respect to Property Damage, including loss of use thereof, the words "Loss Occurrence" shall specifically include:

- (i) an accident, which term includes injury to or destruction of property as the unforeseen result of an intentional act, happening during the policy period or
- (ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights or privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

- (i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or
- (ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bond, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims. For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

L.F. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or
- (b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or
- (c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "\$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

- A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.
- B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

If this insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this insurance such difference shall at the request of either party (after all requirements of this insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

12. PERMITS AND PRIVILEGES

- (a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.
- (b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

ADDENDUM NO. 1

Attaching to and forming part of policy No. _____

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

USA

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT (Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment in addition to the appropriate Nuclear Incident Exclusion Clause. Excludes Direct and Indirect liability insurance affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatever nature direct or indirect, incurred by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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ADDENDUM NO. 2

Attaching to and forming part of Policy No.

where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that:-

- (a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;
- (b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;
- (c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

ADDENDUM NO. 3

Attaching to and forming part of Policy No.

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article I, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

- (a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.
- (b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

- (1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.
- (2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.
- (3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.
- (4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the Limit of Liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.

ADDENDUM NO. 4

Attaching to and forming part of Policy No.

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under this Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in liability of said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.
2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying Insurance(s), and (b) the limits of any underlying insurance(s) not reduced.
3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.
4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the named Insured and such liability shall be limited as provided for above.

ADDENDUM NO. 5

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

"Aircraft Refuelling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refuelling, defuelling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

ADDENDUM NO. 6

Attaching to and forming part of Policy No. _____

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

ADDENDUM NO. 7

Attaching to and forming part of Policy No.

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,
Australian Synthetic Rubber Company Ltd.,
P.T. Stanvac Indonesia,
Petroleum Tankship Company Ltd.,
Petroleum Refineries Australia,
Reliance Electric Company,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

ADDENDUM NO. 8

Attaching to and forming part of Policy No.

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No.

or

- (b) the Assured's Offshore Property (as more fully defined and as covered under Policy No.

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds \$15,000,000 but in no event shall the underlying limit under this Policy be less than \$5,000,000.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

ADDENDUM NO. 9

Attaching to and forming part of Policy No. _____

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).
2. The part of the loss which is insured by both underlying coverage and by this Policy.

ADDENDUM NO. 10

Attaching to and forming part of Policy No.

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
(b) Punitive or Exemplary Damages where deemed uninsurable by law.
2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".
3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.
4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.
5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

ADDENDUM NO. 11

Attaching to and forming part of Policy No.

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

- (I) An employee
- (II) A prospective employee
- (III) A former employee
- (IV) The beneficiaries, or legal representatives, therefore
for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

- (I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.
- (II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

3. LIMITS OF LIABILITY

The limit of liability specified in Item 4 of the Declarations of this policy as applicable to "each claim" is the total limit of the Insurers liability for all damages incurred on account of any claim or suit covered hereunder. The limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Insurers liability for all damages incurred on account of all claims or suits covered hereunder and occurring during any one annual policy period.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

- a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.
- c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.
- d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.
- e) to any claim based upon:
 - (I) failure of any investment plan to perform as represented by an Insured.
 - (II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.
 - (III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.
- f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

5. DEFINITIONS

- (a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.
- b) Administration shall mean:
 - (I) Giving counsel to employees with respect to Employee Benefits Program.
 - (II) Interpreting the Employee Benefit Program.
 - (III) Handling of records in connection with the Employee Benefit Programs.
 - (IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

ADDENDUM NO 12

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of this Joint Venture.

It is warranted as a condition of this Policy that the partners in this Joint Venture will warrant that no other insurance applies.

ADDENDUM NO. 13

Attaching to and forming part of Policy No.

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

ADDENDUM NO. 14

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

ADDENDUM NO. 15

Attaching to and forming part of Policy No:

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Item 4 of THE DECLARATIONS in respect of each employee and in all under this Policy.

2. DEFINITIONS

(A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.

(B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

ADDENDUM NO. 16

Attaching to and forming part of Policy No.

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureas' percentage of liability established by operation of law or unit operating agreement.

ADDENDUM NO. 17

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 18

Attaching to and forming part of Policy No.

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

ADDENDUM NO. 19

Attaching to and forming part of Policy No.

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

ADDENDUM NO. 20

Attaching to and forming part of Policy No.

It is understood and agreed that with respect to the RELIANCE ELECTRIC COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

ADDENDUM NO. 21

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in respect of Imperial Oil Company of Canada the Insured have an arrangement whereby the American Home Insurance Company issue policies affording such coverage as is afforded hereunder as a consequence of which it is hereby agreed that this Policy shall be held to be a reinsurance of and to indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

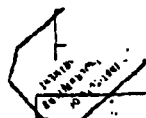
ADDENDUM NO. 22

Attaching to and forming part of Policy No.

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of \$300,000,000 each occurrence: whereas Exxon's total limits are \$260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of \$300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.



ILLU. REF. No. and DATE		
H-3 30164 29 9 83		
PROPORTION	COMPANY	REFERENCE
0.00000	512 ENGLISH & AMERICAN INSURANCE 127	81HP2725
0.00000	CO LTD INC GP	
0.00000	508 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO (UK) LTD 419	
0.00000	500 T. WILSON & CO. INS CO LTD 985	53460XF1181
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	1AAAK5621X
0.00000	CO LTD 419	
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
0.00000	100 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
0.00000	500 T. WILSON & CO. INS CO LTD 985	1110412S146
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	1AAAK5621X
0.00000	CO LTD 419	
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	01AM022453
0.00000	CO LTD 419	01XXXX22453
0.00000	100 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
0.00000	500 T. WILSON & CO. INS CO LTD 985	FN71300CB
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	6105E9007FN
0.00000	CO LTD 419	93727NPT003
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
0.00000	100 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
0.00000	500 T. WILSON & CO. INS CO LTD 985	E160017
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	692M3032281
0.00000	CO LTD 419	HFd1MS34
0.00000	488 THE NIPPON FIRE & MARINE INSURANCE	461HF204381
0.00000	CO LTD 419	
0.00000	100 THE NIPPON FIRE & MARINE INSURANCE	
0.00000	CO LTD 419	
TOTAL (T) OR FORWARD (F)		

ILLU REF. No. and DATE		
H.F. 30163 29 9 83		
PROPORTION	COMPANY	REFERENCE
0.5500	ASSOCIATION GENERALE S.P.A. 27	05696HAA003
0.4500	ASSOCIATION GENERALES D' FRANCE I.A.R.T.	H22315KIT17
TOTAL (T) OR FORWARD (F)		

COMPANIES' PROPORTIONS

For use by the Policy Department

of

The Institute of London Underwriters

J (A) FORM

In all communications please quote the following reference	
509	2KA16950

The Institute of London Underwriters
Companies Policy



SC.

This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters
40, Lime Street,
London, EC3M 3DA

R/N HA026382

a/c. EXXON CORPN. et al

1/1/82 - 31/10/82

LDN 310,584 EXXON 00644

CORNELL-2009-104(e)-000752

No. 2KA16950

1.8701% part of 100% of
limits stated herein

Whereas EXXON CORPORATION et al

of U.S. \$23,986.46 part of
hereinafter called the Assured, have paid U.S. \$1,282,630.14
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz:

as attached

during the period commencing at _____ day of _____
as attached 19 , and ending at _____
day of as attached 19 .

Now know ye that we the undersigned Assurers do hereby bind ourselves each Company
for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors,
Administrators and Assigns, all such loss as above stated, not exceeding the sum of
one point eight seven nought one per cent part of one hundred per cent
of limits stated herein

in all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that
in proportion to the several sums by each of us subscribed against our respective names not exceeding the several
sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or
otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof I being a representative of the Leading Office which is duly authorized by the
Assurers have hereunto subscribed my name on their behalf this _____ day of _____

19



It is understood and agreed that the percentage signed by each Company is its proportion of 100% of limits stated herein.

0.9697%	Terra Nova Insurance Company Limited	680
0.5541%	Assicurazioni Generali	076
0.3463%	Turegum Insurance Company	562



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EXXON CORPORATION

DECLARATIONS

- Item 1. Named Insured: (1) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or
(11) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance. of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
- Item 2. Postal Addresses: (1) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and
(11) P.O. Box 225, Hamilton 5, Bermuda.
- Item 3. Policy Period: From: 1st January, 1982
00.01 hours, Greenwich Mean Time.
To: 1st November, 1982
00.01 hours, Greenwich Mean Time.
- Item 4. Limit of Liability: \$25,000,000 any one loss occurrence.
- Item 5. Underlying Limit: \$10,000,000 any one loss occurrence as Article 11 (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured, or to pay on their behalf all sums which the Insured shall be obligated to pay or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Twenty-Five Million Dollars (\$25,000,000) for any one loss occurrence.

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds ten million U.S. Dollars (U.S.\$10,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be \$1,282,630.14 for the period 1st January, 1982 to 1st November, 1982 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay out for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

However any insurance provided under policies issued, or reinsurance provided by Arcon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

- (a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;
- (b) Against claims made against the Insured:
 - (i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;
 - (ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;
- (c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:
 - (i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;
 - (iii) for mistake in advertised price;
- (d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broac);

(e) with respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his official capacity;

(f) Claims made against the Insured arising out of the ownership or any other rental use, lease or charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the sea bed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or Supply vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A.).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

- (a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;
- (a) any person, organization, trustee or estate to whom the Insured is obligated:
 - (i) by virtue of a contract, or
 - (ii) by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by, or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;
- (d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;
- (e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

with respect to Property Damage, including loss of use thereof. the words "Loss Occurrence" shall specifically include:

- (i) an accident, which term includes injury to or destruction of property as the unforeseen result of an intentional act happening during the policy period or
- (ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

- (i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or
- (ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bond, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims. For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.I. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or
- (b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or
- (c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "\$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

- A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.
- B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this Insurance such difference shall at the request of either party (after all requirements of this Insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name two arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

12. PERMITS AND PRIVILEGES

- (a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.
- (b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

ADDENDUM NO. 1

Attaching to and forming part of policy No.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS
TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabrication or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the words "injury" or "destruction" includes all forms of radioactive contamination of property.

1.3.3

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT (Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause) to be used in policies of liability insurance affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Limits, War or Nuclear Zones, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radionuclides from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13.2.84
N.M.A. 1977

ADDENDUM NO. 2

Attaching to and forming part of Policy No.

where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that:-

- (a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;
- (b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations, adjustments and settlements in connection with such loss or losses;
- (c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

ADDENDUM NO. 3

Attaching to and forming part of Policy No. _____

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article I, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

- (a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.
- (b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

- (1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.
- (2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.
- (3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.
- (4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the Limit of Liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.

ADDENDUM NO. 4

Attaching to and forming part of Policy No. _____

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under this Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy, where the percentage interest of the Insured in liability of said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.
2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying insurance(s), and (b) the limits of any underlying insurance(s) not reduced.
3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.
4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

ADDENDUM NO. 5

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

"Aircraft Refuelling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refuelling, defuelling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

ADDENDUM NO. 6

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

ADDENDUM NO. 7

Attaching to and forming part of Policy No. _____

ADDITIONAL INSUREDS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,

Australian Synthetic Rubber Company Ltd.,

P.T. Starvac Indonesia,

Petroleum Tankship Company Ltd.,

Petroleum Refineries Australia,

Reliance Electric Company,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

ADDENDUM NO. 8

Attaching to and forming part of Policy No.

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No.

or

- (b) the Assured's Offshore Property (as more fully defined and as covered under Policy No.

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds \$15,000,000 but in no event shall the underlying limit under this Policy be less than \$5,000,000.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

ADDENDUM NO. 9

Attaching to and forming part of Policy No. _____

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).
2. The part of the loss which is insured by both underlying coverage and by this Policy.

ADDENDUM NO. 10

Attaching to and forming part of Policy No. _____

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
(b) Punitive or Exemplary Damages where deemed uninsurable by law.
2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".
3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.
4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.
5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

ADDENDUM NO. 11

Attaching to and forming part of Policy No.

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

- (I) An employee
- (II) A prospective employee
- (III) A former employee
- (IV) The beneficiaries, or legal representatives, therefore
for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

- (I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.
- (II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

3. LIMITS OF LIABILITY

The limit of liability specified in Item 4 of the Declarations of this policy as applicable to "each claim" is the total limit of the Insurers liability for all damages incurred on account of any claim or suit covered hereunder, the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Insurers liability for all damages incurred on account of all claims or suits covered hereunder and occurring during any one annual policy period.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

- a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.
- c) to any claim for failure of performance of contract by any insurer, including the failure of any Employee Benefit Program.
- d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.
- e) to any claim based upon:
 - (I) failure of any investment plan to perform as represented by an Insured.
 - (II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.
 - (III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.
- f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

5. DEFINITIONS

- (a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.
- b) Administration shall mean:
 - (I) Giving counsel to employees with respect to Employee Benefits Program.
 - (II) Interpreting the Employee Benefit Program.
 - (III) Handling of records in connection with the Employee Benefit Programs.
 - (IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

ADDENDUM NO 12

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of this Joint Venture.

It is warranted as a condition of this Policy that the partners in this Joint Venture will warrant that no other insurance applies.

ADDENDUM NO. 13

Attaching to and forming part of Policy No.

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

ADDENDUM NO. 14

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint venture Clause contained in this Policy.

ADDENDUM NO. 15

Attaching to and forming part of Policy No:

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Item 4 of THE DECLARATIONS in respect of each employee and in all under this Policy.

2. DEFINITIONS

(A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.

(B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

ADDENDUM NO. 16

Attaching to and forming part of Policy No.

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insurees' percentage of liability established by operation of law or unit operating agreement.

ADDENDUM NO. 17

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 18

Attaching to and forming part of Policy No.

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

ADDENDUM NO. 19

Attaching to and forming part of Policy No.

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Eso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

ADDENDUM NO. 20

Attaching to and forming part of Policy No.

It is understood and agreed that with respect to the RELIANCE ELECTRICAL COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

ADDENDUM NO. 21

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in respect of Imperial Oil Company of Canada the Insured have an arrangement whereby the American Home Insurance Company issue policies affording such coverage as is afforded hereunder as a consequence of which it is hereby agreed that this Policy shall be held to be a reinsurance of and to indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$25,000,000 any one loss occurrence or make this policy respond in excess of less than \$10,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 22

Attaching to and forming part of Policy No.

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of \$300,000,000 each occurrence: whereas Exxon's total limits are \$260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of \$300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.

No. ~~2A~~16950

LONDON,

**Insurance Policy
[Companies]**

SC

R/N HA026382

a/c. EXXON CORPN.et al.

Date of expiry.....31/10/82

LDN 310,584 EXXON 00687

CORNELL-2009-104(e)-000795

EXXON POLICIES

JANUARY 1, 1982 - NOVEMBER 1, 1982

<u>LAYER/POLICY #</u> <u>25 x 10</u>	<u>PARTICIPATION</u>	<u>COMPANY</u>
R3CTB5651701280	4.27268	Lexington Insurance Co.
2KA16960	3.845	Lloyds & British Co.'s
2KA16950	27.0101	Lloyds & British Co.'s
2KA16960	23.0707	H.S. Weavers
2KA16950	11.1198	The Institute of London U/W
2KA16960	8.8116	Stronghold Insurance Co.
2KA16950	.9697	Terra Nova Insurance Co.
2KA16950	.5541	Assicurazioni Generali
2KA16950	<u>.3463</u>	Turegum Insurance Co.
Total	80.00%	